

EXHIBIT 4

ER# 8 10/14/07

BETH ISRAEL MEDICAL CENTER FIRST AVENUE AT 16TH STREET, NEW YORK, NY 10003 (212) 420-2000

Twelve Hour Shift Guidelines for Registered Nurses

DOCUMENT FILE

Agreement:

1. Whereas Beth Israel Medical Center and Local 1199 are in agreement that twelve hour scheduling is in the interest of Beth Israel Medical Center Registered Nurses and will enhance recruitment, retention and continuity of patient care....
2. Whereas several pilot programs have been successfully completed and many Beth Israel Medical Center Registered Nurses have expressed interest in participating in twelve hour shift arrangements.
3. Therefore, both parties agree to the following guidelines for twelve hour shift scheduling at Beth Israel Medical Center.
 - a. Participation in twelve hour scheduling arrangements shall be on a voluntary basis.
 - b. Any modification in the existing shift arrangements shall be agreed to in writing by both Beth Israel Medical Center and the Local 1199 R.N. Division management and must conform to the terms and conditions of the 1199 Registered Nurses collective bargaining agreement unless specified and agreed to.
 - c. All compensation and benefits shall be reduced to equivalent hours.
 - d. When the majority of a nursing unit wishes to participate in a twelve hour shift arrangement, that unit shall select a committee and an agreement will be drawn up and signed by both Beth Israel Medical Center and Local 1199 Management.
 - e. When individual slots are made available on a nursing unit, such slots shall be posted as per contract requirements. Bargaining unit seniority shall apply to twelve hour shift vacancies. Where a vacancy occurs in a twelve hour position, any employee with a satisfactory work record and with at least one (1) year of service in his/her present job may request in writing, a transfer to fill such a vacancy provided that the employee has the necessary qualifications to perform the job and provided further that such transfer will not unreasonably reduce the operational efficiency of any department. Where two (2) or more employees request such transfer in writing, the employer shall transfer the employee with the greatest seniority, unless as among such employees there is an appreciable difference in their ability to do the job.

BETH ISRAEL MEDICAL CENTER FIRST AVENUE AT 16TH STREET, NEW YORK, NY 10003 (212) 432-2000

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Twelve Hour Shift Guidelines
for Registered Nurses

- f. All Nurses working on twelve hour shift arrangements whose regular hours end after 7 p.m. shall receive pro-rated shift differential from the beginning of the regular evening shift. 3.15
- g. A joint committee of the union and management will meet at six month intervals or as necessary to evaluate twelve hour shift arrangements at Beth Israel Medical Center.

BIMC by

William A. Lockon
Vice President,
Human Resources

Local 1199 RN Div. by:

Elena Giveler

Date: 10.24.88

Date: 10/14/88

EXHIBIT 5

League of Voluntary Hospitals and Homes of New York
555 West 57th Street, New York, NY 10019-2925 • Tel (212) 956-8900 • Fax (212) 956-8355

BRUCE Mc IVER
President

THOMAS A. HELFRICH
Sr. Vice President
and Counsel

MEMO

ER #1

To: League/1199 RN Negotiating Committee

From: Thomas A. Helfrich, Esq.

Date: July 24, 2001

Enclosed, for your reference, is a copy of the final Agreement between the League and the RN Division of 1199 regarding the structure and process for the RN negotiations.

TAH:kms
Attachment

Memorandum of Agreement

The purpose of this Memorandum is to set forth the agreement between New York's Health and Human Service Union 1199/SEIU, AFL-CIO ("Union") and the League of Voluntary Hospitals and Homes of New York ("League"), as agent for and on behalf of each of its member institutions whose names appear on Schedule A ("Affected Members") annexed hereto and made a part hereof, regarding the conduct of multi-employer bargaining between the Union and the League by which each Affected Member's 1199 RN Collective Bargaining Agreement ("RN CBAs") will be renewed and extended ("RN Bargaining"). (Collectively, the League, as agent on behalf of its Affected Members, the Union, and as the context indicates the Affected Members, are referred to as the "parties".)

PRINCIPLES OF MUTUAL INTERESTS

Background

In the past, RN Bargaining took place after the League and the Union negotiated the industry-wide contract covering all other Union-represented employees ("League Agreement" and "Industry Negotiations"). For the first time, the RN CBAs will expire in the same time frame as the League Agreement. As a result, it is our mutual desire to coordinate the RN Bargaining with the Industry Negotiations and complete both sets of negotiations in the same time frame.

Because of our mutual desire to build upon the positive experiences of the Affected Members and their Registered Nurses using the Interest Based Problem Solving negotiation process ("IBPS") to negotiate staffing ratios under their expired RN CBAs, we have agreed to use IBPS in conducting the RN Bargaining regarding certain issues set forth in this letter.

Coordination Principles; Interest Based Process

The basic economics affecting the two negotiations are similar and there is overlap with respect to certain agreed upon non-economic matters (see Level 1, Economic and Non-Economic Matters below). Both of these matters will be determined in the Industry Negotiations, subject to modification in RN bargaining to fit the needs of the RN Bargaining parties. In addition, there are several other important matters affecting the RN CBAs which we have agreed should be negotiated separately in RN Bargaining and are identified in this letter.

It is in our mutual interests that RN Bargaining be conducted in a manner which does not adversely affect the Industry Negotiations and vice versa. Accordingly, each side will use its best efforts to complete RN Bargaining before Labor Day on all RN specific issues, including those matters having economic consequences conditioned on an agreement to fund such Agreements within the economic parameters for RN Bargaining (see Level 1, Economic Matters below). Likewise, in order to promote the free flow of ideas and to enhance the IBPS process, in the event of overlap of bargaining topics between the Industry Negotiations and RN Bargaining neither of us will use positions taken or agreements reached in one negotiation to whipsaw the other side in the other negotiation.

Time Frame

Given the time intensive nature of IBPS and the breadth and depth of issues to be addressed in RN Bargaining, it is not possible for either of us to conduct the Industry Negotiations and RN Bargaining simultaneously. Accordingly, RN Bargaining shall commence on May 31, 2001 immediately following the opening of the Industry Negotiations and shall be concluded by Labor Day, except as follows: RN Bargaining to fashion the RN specific applications of the terms of the Level 1 economic settlement, and the terms of non-economic agreements reached at Level 1 that the parties agree shall apply to nurses, will be conducted in parallel with Level 1 bargaining.

In the event other Level 2 or Level 3 negotiations have not been completed by Labor Day, the parties shall meet and use their best efforts to reach a mutually agreeable basis for resolving those matters, subject to the condition stated above that RN Bargaining must be conducted in a manner which does not adversely affect the Industry Negotiations.

Non Precedential Discussions *(We agree to use whatever language is used at Level 1.)*

To facilitate an open dialogue and full discussions on all issues, we have agreed that the raising of issues shall be "non-precedential". That is to say, neither the raising of an issue nor the bargaining positions taken by parties in this negotiation at any level will be used as bargaining history to establish the rights of parties under the existing RN CBA's or for any other purpose except, where our present negotiations lead to agreement on new provisions, to clarify any ambiguities that may arise with respect to those provisions.

RN Bargaining Structure and Process

RN Bargaining will take place at 3 different levels:

LEVEL 1 - - is the Industry Negotiations

Economic Matters

The economic parameters for RN Bargaining will be determined by the economic terms negotiated in the Master Agreement for all 1199-represented employees in accordance with prior practice.

Non-Economic Matters

Certain non-economic agreements negotiated at Level 1 and incorporated into the League Agreement, that the parties agree shall apply to RN CBA's, will be incorporated into the RN Settlement with such modifications, if any, as the parties deem appropriate.

LEVEL 2 - - is a multi-employer RN's only bargaining table that will deal with all issues affecting nurses.

Role and Responsibilities at Level 2

The process for RN Bargaining within the framework agreed to by the League and the Union shall be determined at Level 2.

In this context, a Bargaining Coordinating Committee ("BCC") will make recommendations to the RN Bargaining parties regarding RN Bargaining issues, initial problem statements and articulation of interests, the sequence of issues to be addressed and the items to be:

- (a) negotiated at Level 2,
- (b) delegated to Level 3, subject to supervision by Level 2,
- (c) worked on at Level 3 and reported back to Level 2 for a negotiated solution (e.g., data collection, alternative solution development, etc.), and
- (d) negotiated locally at Level 3.

The BCC shall also be responsible for drafting all agreements at Level 2 and coordinating and supervising the drafting of the Agreements at Level 3.

The package of RN Bargaining agreements with economic consequences will be fashioned at Level 2 within the economic parameters for RN Bargaining determined by the economic terms negotiated in the Master Agreement for all 1199 represented employees in accordance with prior practice.

To address RN economic concerns, Level 2 may define key elements that become a menu of flexible options to be considered at Level 3 in fashioning a part of the RN economic settlement.

Matters delegated to Level 3 (e.g., mandatory overtime) that are not resolved at Level 3 by Labor Day shall be returned to Level 2 and dealt with jointly by the parties, consistent with the principles provided in the above section regarding time frame.

Except for purely local issues, problem statement(s) and identification of institutional and other interests for each issue, including those delegated to Level 3, will occur at Level 2. Level 2 identifies and provides for collection of data useful to understanding the issues. It charges Level 3 with the issues, tasks, boundaries, and timeline for reporting back to Level 2. Finally, Level 2 identifies options that have broad, bi-lateral support.

Affected Member and bargaining unit participants at Level 2 will have leadership responsibilities for guiding Level 3 discussions and will provide an important coordinating and communication link between Level 2 and Level 3.

Composition of Level 2

The formulae used during the most recent League/1199 RN Bargaining to determine the representation of each side at Level 2 shall apply to this RN Bargaining, it being agreed that Affected Members will release with pay the number of staff nurses set forth in Attachment B for attendance at Level 2 negotiations in accordance with prior practice.

The Bargaining Coordinating Committee will consist of Norma Amsterdam, Amy Gladstein, Clare Thompson, Anne Jacobs-Moultrie, Bruce McIver, Tom Helfrich, Bob Linn and twelve (12) Union and twelve (12) Management representatives from the Affected Members.

Already Identified Level 2 Issues

Fashioning the economics of the RN settlement within the economic parameters as described above.

Determining the non-economic agreements reached at Level 1 that will apply to Registered Nurses, and the terms thereof.

Recruitment and Retention

Q/PIP

League/RN Bargaining Proposals

If not resolved at Level 3, final resolution of mandatory overtime and related issues (e.g., sick leave, scheduling issues, etc.), including staffing implementation issues, if any, not completed from prior RN CBA, consistent with the principles provided in the above section regarding time frame.

LEVEL 3 - - consists of bargaining at the Affected Member level primarily with respect to League-wide Level 2 issues delegated to Level 3 (e.g., mandatory overtime and related issues). As indicated by the bargaining calendar set forth in Attachment C, some of the Level 3 sessions may be co-located in a central location to enhance the process at each Affected Member by sharing non-confidential information and possible solutions among all Affected Members and local RN Bargaining committees.

Level 3 may also address local issues delegated by Level 2 which have minimal, if any, economic consequences specific to each Affected Member.

Role and Responsibility of Level 3

The initial primary Level 3 responsibility will be to reach agreement on mandatory overtime and related issues (e.g., sick leave, scheduling issues, etc.), including staffing implementation issues, if any, not completed from the prior RN CBA.

Each group will clarify the problem statement from Level 2 to meet its own needs, identify hospital, chapter and individual interests and reach resolution on the issues.

Its charge includes reaching agreement on all matters delegated to it by Level 2, which may include:

- (1) application of broad principles agreed at Level 2 subject to economic parameters set at Level 1 and/or,
- (2) purely local issues approved at Level 2 for local bargaining

Information Sharing & Confidentiality - Level 3 Bargaining Re: Mandatory Overtime

As was the case with development of RN patient ratios under the prior RN CBA's, we anticipate that privileged, confidential or proprietary information may be shared in Level 3 discussions concerning mandatory overtime and related issues, including staffing implementation issues, if any, not completed from the prior RN CBA ("confidential deliberations"). To facilitate that process and sharing of information, it is agreed that privileged, confidential or proprietary information provided by or obtained from any party who has identified it as such in confidential deliberations, including but not limited to data, analysis of data and statements made, opinions expresses and positions taken during the process, shall not be used or made public by any other party without the prior written consent of the party from whom the information was obtained. Without limiting the generality of the foregoing, it is expressly understood that such information will not be used against a party nor be made public in any labor dispute, nor shall it be admissible for use by any other party in any adversarial proceeding including but not limited to arbitrations, special proceedings or court cases. This agreement shall not:

- (1) limit the right of a party to introduce information it provided to another party in any adversarial proceeding,
- (2) preclude the use of legal process in any proceeding between the parties (including arbitration) to obtain records that are otherwise maintained by a party in the normal course of business, or
- (3) prevent members of the committee from internal reporting of the content of the discussions to their respective internal constituents i.e., management to other management and Union to the Affected Member's delegate body, it being agreed that such reporting will be performed in a manner that preserves the privacy obligations of this agreement.

This agreement is expressly intended to survive the completion of the IBPS process at each Affected Member.

Further, this agreement shall apply to each individual who participates in confidential deliberations as an Affected Member or Union representative.

Composition of Level 3

Each Affected Member and the Union shall reach agreement on the composition of the Affected Member's Level 3 bargaining committee and submit the names to Clytie Causing by May 25, 2001.

Facilitation/IBPS

RN specific bargaining at Level 2 and Level 3 shall be conducted following the IBPS approach with the assistance of professional facilitators proficient in the IBPS process, except as may be mutually agreed by the parties with respect to selected issues.

Effect of Contract Expiration

If, as of October 31, 2001 the core RN Level 2 issues have not been resolved, the continued commitment of the parties to engage in the IBPS process for resolution of those issues shall require the written agreement of both parties.

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07/24/01 TUE 19:10 FAX 212 958 8355

LVH&H/HSRP

→→→ BETH ISRAEL VPHR 009

Please signify agreement of the League on behalf of its Affected Members and return an executed copy to our attention.

New York's Health and Human Service
Union 1199/SEIU, AFL-CIO

BY: _____

Dennis Rivera, President (date)

BY: _____

Norma Amsterdam, RN, MA (date)
Executive Vice President

AGREED:

The League of Voluntary Hospitals
and Homes of New York

BY: _____

Bruce McIver, President (date)

ATTACHMENT "A" to Agreement Concerning Multi-Employer Bargaining for RNs
Dated May 31, 2001

BETH ISRAEL MEDICAL CENTER/CONTINUUM PARTNERS
B.I. North
B.I. Kings Highway
Petrie Campus

BROOKDALE HOSPITAL MEDICAL CENTER
Samuel and Bertha Schulman Institute for Nursing & Rehabilitation
Dorothy and David I. Schachne Institute
Arlene and David Schlang Pavilion

EPISCOPAL HEALTH SERVICES, INC.
St. John's Episcopal Hospital South Shore

HOSPITAL FOR JOINT DISEASES ORHTOPAEDIC INSTITUTE

JAMAICA HOSPITAL

JAMAICA HOSPITAL NURSING HOME

MT. SINAI HOSPITAL QUEENS

NORTH GENERAL HOSPITAL

NORTH SHORE UNIVERSITY HOSPITAL AT FOREST HILLS

OUR LADY OF MERCY

ST. BARNABAS HOSPITAL
St. Barnabas Nursing Home

ST. CLARE'S HOSPITAL AND HEALTH CENTER

ST. VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK
St. John's Queens Hospital
St. Mary's Hospital of Brooklyn

ATTACHMENT "B" to Agreement Concerning Multi-Employer Bargaining for RNs
Dated May 31, 2001

AFFECTED MEMBER	APPROXIMATE TOTAL # OF NURSES	# OF NURSES TO BE RELEASED WITH PAY
Beth Israel		
Petrie	906	9
Singer	250	4
Kings Hwy	184	3
Brookdale	694	8
North Shore Univ. Hosp.	294	3
Hospital for Joint Diseases	177	2
Jamaica Hospital	472	5
Mt. Sinai Hospital Queens	-	2
North General	121	2
Our Lady of Mercy	360	4
St. Barnabas	379	4
St. John's Queens	400	4
St. Clare's	112	2
St. John's Episcopal	310	3
St. Mary's	298	3

ATTACHMENT "C" to Agreement Concerning Multi-Employer Bargaining for RNs
Dated May 31, 2001

Bargaining Calendar (subject to modification as needed)

Bargaining

The following schedule only includes dates for Level 2 and Level 3 co-located* meetings. Each Affected Member and its Level 3 Bargaining Committee will schedule local Level 3 meetings as necessary to complete Level 3 bargaining by Labor Day.

- | | |
|---------|---|
| May 30 | Level I Opening Session of Industry Negotiations |
| May 31 | Bargaining Coordinating Committee Joint Session – review bargaining issues, formulate initial problem statements, clarify sequence of issues and begin to identify data needs to be recommended to Level 2 – (Facilitation to be provided by Dugan, Fox &/or Johnson) |
| June 1 | Bargaining Coordinating Committee meets to prepare for initial session (as required)- -may be modified to a Level 2 Joint Session |
| June 4 | Level 2 Joint Session (Mandatory overtime and related issues – develop problem statement, identify data and initial interests – refer to Level 3) (facilitation provided by Dugan, Fox and/or Johnson – w/ Adams & Friedman providing back-up) |
| June 5 | Level 3 Co-located Joint Session Orientation (overview of bargaining process, intro to IBPS and mini-skills session in context of mandatory overtime & related issues) (Facilitated by team) |
| June 11 | Level 2 Joint Session (Recruitment and Retention and other Level 2 issues – develop problem statements, identify data and formulate questions for Level 3) |
| June 13 | Level 3 Co-located Joint Session- -(mandatory overtime - review problem statement, begin to identify interests, action plan and gather data) |

* If recommended by the facilitators, co-located meetings will be held locally at each Affected Member instead of at a central location.

Msu 71 7001

EXHIBIT 6

ER #2

*1199/SEIU LEAGUE
RN TRAINING & JOB
SECURITY FUND*

*Interest-Based Problem
Solving Project for
1199/SEIU League of
Registered Nurse & the
League of Voluntary
Hospitals & Homes*

Monday, May 21, 2001

THE SKILLS AND TOOLS OF INTEREST-BASED PROBLEM SOLVING

Skills

Active Listening

Active listening is the act of tuning in to, clarifying and confirming a speaker's message. These skills help not only to maintain effective interpersonal relationships, but also to determine the real issues at hand when conflict exists. Active listening skills can help parties "cut to the chase" and discern or recognize what exactly the real or underlying issues are — why someone is upset or angry, or what must be changed in order to improve either operations or working relationships. Through active listening, communication is improved, and once all information is out in the open, the door is opened to begin problem solving.

Tools

Brainstorming

Brainstorming is a tool used to generate a large number of ideas in a short period of time. The goal in brainstorming is to get the creative juices flowing, and to generate as many ideas as possible without stopping to evaluate them at this point. When brainstorming is done effectively, the result is the exploration of a whole new range of options for solving the problem.

Consensus Decision Making

In consensus decision making, every individual or party can honestly support the final decision, even if it is not his or her first choice. In the consensus process, everyone actively discusses the issues surrounding the decision, so that everyone benefits from the knowledge and experience of all involved, and everyone is working with the same information. All issues are "laid out on the table," and stakeholders work together to resolve common problems in order to arrive at a decision which everyone can support. Also, because all individuals have expressed their concerns and have been given the opportunity to disagree with the proposed decision, the decision reached will probably remain final, unless new information comes to light, in which case the issue can be revisited, with the goal of reaching another mutual agreement.